

Addendum to Project Labor Agreement

Consistent with the terms and conditions as established in Article XIX, Section 19-3 of the Project Labor Agreement (PLA), the purpose of this document is to supplement the existing agreement entered into by Fernald Environmental Restoration Management Corporation (FERMCO), hereafter referred to as the Company, and the Greater Cincinnati Building and Construction Trades Council (GCBCTC), hereafter referred to as the Union.

As with the Project Labor Agreement (PLA), this Addendum is applicable to all of the Company's subcontractors.

The Company and the Union mutually agree this Addendum will provide clarification, understanding and enhancement of the relationship that has been established to fulfilling the Company's mission in remediation and cleanup of the Fernald Environmental Management Project (FEMP):

A. Safety and Health

Consistent with the intent of the Project Labor Agreement (PLA), the provisions of FERMCO's Safety and Health Plan extend to employees working under the PLA. These include:

- The Right to know hazards.
- The Right to report concerns or violations.
- The Right to access safety and health information.
- The Right to have input regarding safety and health issues.

B. Section 3161 of the National Defense Authorization Act - Fiscal Year 1993

The Company will apply the provisions of 3161 consistent with guidelines established and directed by the Department of Energy.

C. Off Site New Construction Work

If there is a need in the future to construct a permanent facility or structure off site for the Fernald Environmental Management Project (FEMP), and if the Company has construction management responsibility for this same facility or structure, then the Company recognizes the Union will perform this work in accordance with the PLA. This would include demolition activities to facilitate construction of permanent facilities.

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D. Workscope

The intent of Article II Section 2-2; category one work, as specified in the PLA, is that this category includes but is not limited to:

Operable Unit 1 - Waste Pit Area

* Construct access roads & parking lot

- excavation & dirt work
- grade & pave
- construct temporary change facilities
- foundation & civil work
- mechanical work
- electrical work

* Remedial waste treatment and disposal

- excavate material from waste pits (dry) (drag line, dozers, vibrator roller, conveyors, etc.)
- construct disposal cells or other facilities

* Remedial waste treatment and disposal

- excavate material from ponds (wet) (dredging machine, conveyors, drag line, backhoe, etc.)
- construct disposal cells or other facilities

* Install portable soil drying unit

- grade site
- foundation & civil work
- electrical work

* Construct prep building

- foundation & civil work, pour slab, erect steel
- electrical work

Operable Unit 2 - Other Waste Units

* Site prep of OU2 area

- excavation & dirt work
- construct access roads & parking lot
- pave areas

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* Construct temporary change facilities

- foundation & civil work
- electrical work
- mechanical work

* Remedial waste treatment and disposal

- excavate solid waste landfill, sludge ponds & fly ash pile (front end loaders, dozers, dump trucks, backhoe, etc.)
- construct disposal cells or other facilities

* Construct prep building

- excavation & dirt work
- foundation & civil work
- electrical work
- mechanical work

* Construct (excavate) tumulus cell (if concept is used) (belly scraper, sheepfoot rollers, pugmill, crusher, etc.)

- excavation & dirt work

Operable Unit 3 - Production Area

* Asbestos removal/abatement (as part of demolition)

- install temporary facilities as required
- install scaffolding
- install abatement containment barriers
- wipedown lockdown within containments
- demolish containment upon final clearance

* Lockdown

- modify scaffold
- execute lockdown
- remove scaffold systems & lockdown equipment

* Dismantlement/Demolition

- remove process equipment (equip., piping, elect., HVAC)
- coat/lockdown exterior walls
- dismantle/deconstruct/disassemble structures
- seal floor (pad)

Operable Unit 4 - Silos 1 thru 4

- * Construct bridge structure over silos 1,2,& 3 (silo 4 is empty and will be used as a pilot project)
 - excavation & dirt work
 - foundation & civil work
 - electrical work
 - mechanical, piping, & tank work
- * Construct Vitrification Pilot Plant
 - excavation & dirt work
 - foundation & civil work
 - electrical work
 - mechanical, piping, & tank work
- * Disassemble/deconstruct bridge structure and components
- * Dismantlement/demolition of silos
 - disassemble/demolish silo
 - remove sub-soil from silo base

Operable Unit 5 - Environmental Media

- * Construct soil washing facility
 - excavation & dirt work
 - foundation & civil work
 - electrical work
 - mechanical, piping & tank work
 - washers, conveyors, hoppers, chutes
- * Construct advanced waste water treatment facility
 - excavation & dirt work
 - foundation & civil work
 - electrical work
 - mechanical, piping, & tank work
- * Construct south plume interim treatment facility
 - excavation & dirt work
 - foundation & civil work
 - electrical work
 - mechanical, piping & tank work

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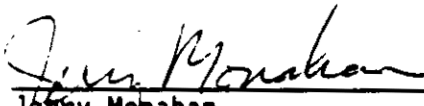
E. Successorship

The Company and the GCBCTC recognize and agree that this Agreement is meant to be binding upon any successor contractor at the Fernald Environmental Management Project (FEMP). In the furtherance of that principle, the Company will immediately upon learning that it's contract with the Department of Energy is being put out to bid, notify all prospective bidders that there is a Project Labor Agreement in effect, that it is intended to be binding upon any successor contractor, and provide the prospective contractors copies of the current PLA including Appendix A.

F. Special Shift Change to Minimize Heat Stress


An employer may implement a special shift on a 4-10's or a 5-8's schedule by choosing any starting time prior to 6:00 a.m. to minimize hazards of heat related conditions. Hourly wages paid would be at the applicable straight time rates. FERMCO must inform the Greater Cincinnati Building and Construction Trades Council (GCBCTC) two weeks prior to the start of the special shift, stating the starting time, date, and expected completion. It must be at least one week in duration.

The 4-10's special shift will be 9½ hours work for 10 hours pay, with ½ hour paid lunch break, and the 5-8's special shift will be 7½ hours work for 8 hours pay, with ½ hour paid lunch break.



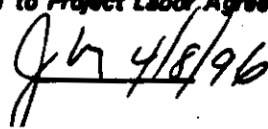
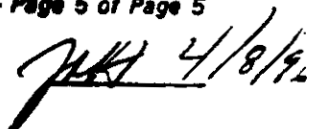
Jerry Monahan
Executive Secretary
GCBCTC
4/8/96

Date



Jim Hanna
Director of Industrial Relations
FERMCO
4/8/96

Date

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